

[*Milewski v. Kansas Gas & Electric Co.*](#), 85-ERA-21 (Sec'y June 28, 1990)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

DATE: June 28, 1990
CASE NO. 85-ERA-0021

IN THE MATTER OF

DANIEL MILEWSKI,
COMPLAINANT,

v.

KANSAS GAS AND ELECTRIC COMPANY,
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

ORDER APPROVING SETTLEMENT AGREEMENT
AND DISMISSING COMPLAINT

Pursuant to my order of April 23, 1990, Respondent has submitted for approval a Settlement Agreement signed by the parties in the above-captioned case, which arises under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1982).

Paragraph A.1. of the Settlement Agreement encompasses matters arising under various laws, only one of which is the ERA. My authority over settlement agreements is limited to such statutes as are within my jurisdiction and is defined by the applicable statute. *See Goese v. EBASCO Services, Inc.*, Case No. 88-ERA-25, Sec. Order Approving Settlement and Dismissing Case, issued Dec. 8, 1988; *Poulos v. Ambassador Fuel Oil Co. Inc.*, Case No. 86-CAA-1, Sec. Order issued Nov. 2, 1987, and cases cited therein. Accordingly, I have limited my review of the Settlement Agreement to determining whether its conditions are a fair, adequate and reasonable settlement of Complainant's allegations that Respondent violated the ERA.

Furthermore, I interpret paragraph A.1., in so far as it relates to the release of Respondent from liability for future claims, as not restricting Complainant's right to proceed under the ERA on matters arising out of any future actions of Respondent. In addition, I note that Paragraph A.6. provides that the Settlement Agreement "shall be construed and interpreted in accordance with" Kansas law. I interpret Paragraph A.6. as not restricting in any way the authority of the Secretary to bring an ERA enforcement action in United States District Court under 42 U.S.C. § 5851(d), nor as limiting in any such action the jurisdiction of the district court to grant all appropriate relief as identified in the statute.

Upon review, I find the terms of the Settlement Agreement, within the scope of my authority and as interpreted herein, to be fair, adequate and reasonable. I, therefore, approve the settlement. Accordingly, the complaint in this case is DISMISSED WITH PREJUDICE. Paragraph A.2.

SO ORDERED.

ELIZABETH DOLE
Secretary of Labor

Washington, D.C.